Decision 16-09-030 September 15, 2016

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of San Diego Gas & Electric Company (U902E) for Authority to Implement Optional Pilot Program to Increase Customer Access to Solar Generated Electricity.	Application 12-01-008 (Filed January 17, 2012)
And Related Matters.	Application 12-04-020 Application 14-01-007

DECISION GRANTING COMPENSATION TO CALIFORNIA CLEAN ENERGY COMMITTEE FOR SUBSTANTIAL CONTRIBUTION TO DECISIONS 15-01-051 AND 16-05-006

Intervenor: California Clean Energy Committee (CCEC)	**For contribution to Decision (D.) D.15-01-051, D.16-05-006**
Claimed: $250,971.62	**Awarded: $256,491.62**
Assigned Commissioner: Michael Picker	**Assigned ALJ: Michelle Cooke**

PART I: PROCEDURAL ISSUES

A. Brief description of Decision:	D.15-01-051 -- Decision Approving Green Tariff Shared Renewables Program (GTSR) for San Diego Gas & Electric Company (SDG&E), Pacific Gas and Electric Company (PG&E), and Southern California Edison Company (SCE) Pursuant to Senate Bill (SB) 43 -- found that the Green Tariff Shared Renewables Program created by SB Bill 43 consists of a green tariff option and an enhanced community renewables option, approved the GTSR programs of PG&E, SDG&E, and SCE with changes, ordered the filing of various advice letters for the implementation of the GTSR programs, and established Track IV to address reserved issues. D.16-05-006 -- Decision Addressing Participation of Enhanced Community Renewables Projects in the Renewable Auction Mechanism and Other Refinements to the Green Tariff Shared Renewables Program -- addressed

	the Track IV issues including opening the Renewable Auction Mechanism solicitation to ECR projects, determining that unsubscribed energy from ECR projects would be compensated at the lesser of the bid price or the hourly day-ahead DLAP + REC, limiting contract awards on ECR projects, determining the level of community interest showing required for ECR projects, and ordering that Energy Division and the Legal Division host a workshop within two months of the effective date of the decision to discuss modifying D.15-01-051 as it relates to the AmLaw 100 securities opinion requirement.

B. Intervenor must satisfy intervenor compensation requirements set forth in Pub. Util. Code §§ 1801-1812:

	Intervenor	CPUC Verified
Timely filing of notice of intent to claim compensation (NOI) (§ 1804(a)):		
1. Date of Prehearing Conference (PHC):	June 27, 2012	Verified
2. Other specified date for NOI:		
3. Date NOI filed:	July 24, 2012	Verified
4. Was the NOI timely filed?		Yes
Showing of customer or customer-related status (§ 1802(b)):		
5. Based on ALJ ruling issued in proceeding number:	A.12-04-020	Verified
6. Date of ALJ ruling:	January 25, 2013	Verified
7. Based on another CPUC determination (specify):		
8. Has the Intervenor demonstrated customer or customer-related status?		Yes
Showing of "significant financial hardship" (§ 1802(g)):		
9. Based on ALJ ruling issued in proceeding number:	A.12-04-020	Verified
10. Date of ALJ rulings	January 25, 2013	Verified
11. Based on another CPUC determination (specify):		
12. Has the Intervenor demonstrated significant financial hardship?		Yes
Timely request for compensation (§ 1804(c)):		
13. Identify Final Decision:	D.16-05-006	Verified
14. Date of issuance of Final Order or Decision:	May 12, 2016	Verified
15. File date of compensation request:	June 16, 2016	June 17, 2016
16. Was the request for compensation timely?		Yes

PART II: SUBSTANTIAL CONTRIBUTION

A. Did the Intervenor substantially contribute to the final decision (*see* § 1802(i), § 1803(a), and D.98-04-059).

Intervenor's Claimed Contribution(s)	Specific References to Intervenor's Claimed Contribution(s)	CPUC Discussion
1. CCEC SUCCESSFULLY EXCLUDED RENEWABLE ENERGY CREDITS FROM THE UTILITIES' GREEN POWER PROGRAMS.		Verified.
a. PG&E proposed to adopt an optional rate for bundled customers that would provide customers with 100% renewable energy by allowing them to purchase renewable energy credits (RECs) and charging them a premium. Under the proposal, PG&E would not have built new renewable generation to serve GTSR customers.	• PG&E Application, April 24, 2012, pp. 1, 2-3 • Pre-Hearing Conference Transcript, June 27, 2012, p. 2, lines 11-27	
b. CCEC jointly with Sierra Club strongly criticized PG&E's proposal to sell RECs to ratepayers on multiple grounds.	• CCEC Protest, May 24, 2012, pp. 4-16)	
c. CCEC urged that PG&E be required to use green-energy premiums paid by customers to build new renewable generation facilities. CCEC specifically cited the SDG&E green pricing program as a preferable model for PG&E to pursue.	• CCEC Protest, May 24, 2012, p. 19	
d. The Scoping Memorandum for the proceeding issued September 26, 2012, then identified various issues raised by CCEC concerning RECs including whether PG&E's reliance on RECs was the best policy choice for the Commission, whether the charge for RECs would be just and reasonable, and whether PG&E's proposed REC program would comply with California's consumer protection	• Scoping Memorandum, Sept. 26, 2012, p. 3	

statutes. e. On October 19, 2012, CCEC jointly with Sierra Club served testimony opposing the PG&E application demonstrating the use of RECs would merely be a subsidy for the renewable power industry that would provide no additional renewable power and that the program would be misleading to consumers and urged PG&E to provide verifiable new renewable generation.	• October 19, 2012 Testimony of Anthony Pratkanis, Testimony of James Barsimantov and Dustin Mulvaney, Testimony of Bill Powers, and Testimony of Eugene Wilson	
f. Throughout the settlement negotiations that followed, CCEC urged PG&E to abandon RECs. CCEC then successfully concluded negotiations and executed a settlement with PG&E along with other parties that eliminated RECs and that required PG&E to procure new renewable generation within its service territory for the GTSR program. Other parties to the proceeding opposed the settlement agreement.	• Motion to Adopt Settlement, Attachment A, Apr. 11, 2013, pp. 9-10	
g. On April 11, 2013, CCEC and co-party Sierra Club joined as the only environmental advocates supporting the PG&E motion to adopt the settlement. Subsequently, ALJ Clark noted that the terms of the proposed settlement were "dramatically different from the program proposed in PG&E's application" and that the terms were quite similar to the SDG&E proposal--which was what CCEC had advocated from the outset.	• Scoping Memo, October 25, 2013, pp. 4, 6 • Motion to Adopt Settlement, April 11, 2013, pp. 1, 22	
h. Thereafter, the Legislature <u>modeled SB 43 on the Settlement Agreement negotiated by CCEC</u> and other parties. The terms adopted by the Legislature in SB 43 were based on and effectively endorsed the Settlement Agreement reached by CCEC and others.	• Scoping Memo, October 25, 2013, p. 6 • PG&E Revised Testimony, December 6, 2013, p. 1-3, lines 18-28	

i. Governor Brown signed SB 43 on September 28, 2013. j. The Commission then proceeded to use the PG&E Settlement Agreement negotiated by CCEC and other parties as PG&E's mandatory application under SB 43 for its GTSR program approval. k. Subsequently, in D.15-01-051 the Commission adopted, with some modifications, the programs in the Settlement Agreement and did not approve the use RECs. l. Early and vigorous advocacy by CCEC against RECs played a necessary and vital role leading directly to the GTSR program adopted in D.15-01-051, which otherwise could have easily been the REC-based program PG&E had proposed.	• D.15-01-051, p.14 • D.15-01-051, p. 13 • D.15-01-051, p. 179	
2. <u>CCEC SUCCESSFULLY ARGUED THAT GREEN POWER PROGRAMS REQUIRE ADDITIONALITY</u>. a. CCEC pointed out in its opening protest that PG&E's proposed GTSR program relied on procuring RECs for customers and that as a result it did not ensure "additionality," i.e., PG&E would not buy additional renewable power to meet customer demand. b. The Commission ended up adopting "additionality" as a central part of its GTSR decision declaring additionality first among the four principles which the GTSR program is built on. D.15-01-051 states that "GTSR requires 'additionality,' meaning that GTSR subscriber demand should result in	• CCEC Protest, May 24, 2012, pp. 7-8 • D.15-01-051, p. 20	Verified

commensurate incremental renewable energy facilities being developed beyond what would have been built in the absence of the GTSR Program."		
3. CCEC SUCCESSFULLY ACHIEVED THE IMPLEMENTATION OF AN ENHANCED COMMUNITY RENEWABLES PROGRAM. a. The Settlement Agreement reached with PG&E, which became the model for SB 43, did not include an enhanced community renewables (ECR) program. However, due to the sole insistence of CCEC during the settlement discussions, the Settlement Agreement executed by PG&E in April, 2013, contained section 3.7, which required the parties to "work together in good faith" in the future "to consider" an ECR program. PG&E refused to make a more binding commitment but opened the door to future discussions. That provision in the settlement was the seed that gave birth to the ECR component of the GTSR program. b. In his Scoping Order, ALJ Clark noted that the provision of the PG&E Settlement Agreement concerning the ECR program was vague. c. SB 43, which was signed by the Governor on September 28, 2013, is also vague on the ECR program. As D.15-01-051 notes, SB 43 provides only a single, weak provision concerning ECR programs, calling on the utilities to "provide support" for ECR programs. d. Despite CCEC's on-going advocacy, PG&E took advantage of the uncertainty of the statute and continued to fail to incorporate a	 • Motion to Adopt Settlement, Attachment A, April 11, 2013, p. 16 • Scoping Order, 10/25/13, p. 7 • D.15-01-051, p. 57 • Pub. Util. Code, § 28033(o) • PG&E Opening Comments, November 15, 2013, p. 4	Verified

meaningful ECR program into its proposal. Its proposal consisted of the settlement agreement which only called on it to discuss an ECR program in the future. PG&E's Opening Comments, filed November 15, 2013, specifically noted that its proposal did not contain an ECR component, which allows direct contracts between solar developers and PG&E customers, like the SDG&E proposal.		
e. CCEC continued to press for PG&E to adopt a concrete ECR proposal.	• See attached time records of Attorney Wilson at Sept. 25, 2013; Oct. 17, 2013; Oct. 20, 2013; Oct. 21, 2013; Nov. 6, 2013; Nov. 20, 2013; Nov. 21, 2013; Nov. 22, 2013; and Dec. 6, 2013	
f. On March 10, 2014, CCEC and co-petitioner Sierra Club were the only parties to file a request for a second set of evidentiary hearings for the exclusive purpose of going into detail on PG&E's proposed ECR program. CCEC further submitted the Testimony of Matt Cheney and the Testimony of Richard McCann on PG&E's ECR proposal.	• CCEC Comments and Request for Evidentiary Hearing, filed March 10, 2014	
g. On March 20, 2014, CCEC filed its Opening Brief addressing the proposed PG&E enhanced renewables program. The brief pointed out in detail the defects inherent in the PG&E proposal that failed to allow for direct developer-to-ratepayer agreements. CCEC urged the Commission to require PG&E to adopt an ECR program similar to the Share-the-Sun program developed by SDG&E.	• Opening Brief, March 20, 2014	
h. On April 21, 2014, ALJ Clark granted the joint request of CCEC and Sierra	• ALJ Ruling, Apr. 21, 2014, p. 1	

Club for evidentiary hearings and limited those hearings to addressing the ECR proposals. i. CCEC then filed the written testimony of Dr. Richard McCann and of Matt Cheney pointing out the weaknesses of the PG&E ECR proposal and urging the Commission to require a program similar to SDG&E's Share-the-Sun program, to allow developer to ratepayer agreements and to provide flexibility. j. At the evidentiary hearings, counsel for CCEC cross-examined witnesses for SCE and PG&E on all aspects of the ECR proposals. k. As pointed out above, CCEC sought to impose the SDG&E approach on PG&E from the beginning protest, in the settlement agreement, and through the hearings and filings. As noted in D.15-01-051, PG&E's ECR proposal would not allow agreements between the developer and the community or any linking of a customer's rate to a specific project. l. CCEC's arguments on this point were successful. The Commission adopted the SDG&E Share-the-Sun proposal advocated by CCEC. In D.15-01-051, the Commission required PG&E to move forward with its ECR proposal using a design based on SDG&E's Share-the-Sun concept.	• Reporter's Transcript, April 22, 2014, pp. 1080-1106 (McCann) • Exhibit Sierra-01 (McCann) • Reporter's Transcript, Apr. 29, 2014, pp. 1904-59 (Cheney) • Exhibit Sierra-02 (Cheney) • Reporter's Transcript, Apr. 23, 2014, pp. 1271-1309, 1353-65, 1433-1438 • Reporter's Transcript, Apr. 24, 2014, pp. 1544-68 • Reporter's Transcript, Apr. 28, 2014, pp. 1819-39 • D.15-01-051, p. 58 • D.15-01-051, pp. 60-61	
4. <u>CCEC SUCCESSFULLY COMPELLED A FOCUS ON DEVELOPING LOCAL RENEWABLE ENERGY RESOURCES</u>.		Verified

a. PG&E's original proposal was expressly intended to include the purchase of RECs from renewable generating facilities located anywhere in the Western Electric Coordinating Council, which includes 2 Canadian provinces, 14 western states, and Northern Baja Mexico. b. From the outset of the proceeding, CCEC vigorously objected to PG&E's adoption of such a program noting that it would confer the environmental and the economic benefits of new renewable facilities on far-flung states and provinces, rather than on the communities where ratepayers who would be funding the PG&E program reside. c. The Settlement Agreement successfully negotiated by CCEC and other parties specifically provided that PG&E would procure renewable energy from projects located within its service territory. d. Subsequently the approach of the Settlement Agreement was adopted by the Legislature which provided that GTSR programs shall be based on eligible renewable energy resources located in reasonable proximity to load. e. D.15-01-051 adopted the CCEC approach ordering that at a minimum, GTSR projects must be located within the service territory of the procuring IOU. f. Further, the utilities have been required to address locational benefits via a Tier 3 advice letter.	• PG&E Application, Apr. 24, 2012, pp. 2-3 • CCEC Protest, May 24, 2012, pp. 12 • Motion to Adopt Settlement, Attachment A, Apr. 11, 2013, p. 9 • Pub. Util. Code, § 2833(e), (o) • Scoping Memo, Oct. 25, 2013, p. 6 ("model for the legislative framework") • D.15-01-051, p. 35 • D.15-01-051, p. 126	
5. <u>CCEC COMPELLED THE UTILITIES TO ADOPT AN EFFECTIVE MARKETING PLAN</u>.		Verified

a. CCEC's protest pointed out in detail the common practice among utilities of failing to adequately promote a green tariff once a program has been adopted. CCEC argued vigorously that there was nothing in the PG&E proposal to demonstrate that customer funds would be used effectively for the purpose intended by the program. b. CCEC prevailed on this issue. D.15-01-051 addresses this issue by adopting a requirement that utilities develop a marketing plan which is to be addressed in a Tier 3 advice letter. c. The Commission further adopted a requirement stating that the marketing plans must be effective.	• CCEC Protest, May 24, 2012, pp. 18-20 • D.15-01-051 at 6, 138 • D.15-01-051, p. 132	
6. <u>CCEC COMPELLED PG&E TO FACILITATE A DIVERSE RANGE OF ECR PROJECTS</u>. a. CCEC argued extensively, submitted testimony, and engaged in cross-examination of utility company experts concerning the technical, economic and bureaucratic obstacles to renewable energy development inherent in the one-size-fits-all proposals for ECR. b. D.15-01-051 addressed these issues by adopting a requirement that utilities hold a forum once per year to meet with project developers and discuss project developer experience. The process includes notice to	• CCEC Opening Brief, Mar. 20, 2014, pp. 3-4, 6-18 • CCEC Comments, Mar. 1, 2014 • Hearing Transcript, Apr. 22, 2014, pp. 1080-1106 (McCann) • Exhibit Sierra-01 (McCann) • Reporter's Transcript, Apr. 29, 2014, pp. 1904-59 (Cheney) • Exhibit Sierra-02 (Cheney).) • D.15-01-051 at 143-44 • D.15-01-051, p. 59	Verified

stakeholders, request for feedback from stakeholders, draft agenda to CPUC staff, time to address key issues, and an independent evaluator. c. D.15-01-051 further expressly notes the importance of providing flexibility, and provides flexibility to the ECR program to allow ECR projects to be developed in innovative ways by communities that incentivize these projects.		
7. <u>CCEC SUCCESSFULLY PERSUADED THE COMMISSION TO MODIFY THE AMLAW 100 SECURITIES OPINION REQUIREMENT</u>. a. The Phase IV Scoping Ruling for the implementation of SB 43 provided that Track B would address standards for accepting securities opinions from law firms outside of the AmLaw 100. b. On December 3, 2015, CCEC filed extensive comments detailing the securities law that applies to ECR projects and urged the Commission to design a safe harbor that would reduce the expense of securities law compliance for clearly exempt ECR projects. c. At the Track B workshop held on January 5, 2016, both PG&E and SDG&E expressed agreement to the Energy Division staff for development of a safe harbor based on the CCEC proposal, and Energy Division staff then directed the parties to confer and submit such a proposal. d. Subsequently CCEC conferred with interested parties and drafted the safe harbor proposal. <u>The safe harbor proposal submitted to the Commission was entirely drafted by CCEC's</u>	 • Scoping Order in A.12-01-008, dated April 15, 2015, p.6 • CCEC Reply Comments, filed Dec. 3, 2015. • See attached contemporaneous time records of Attorney Wilson at Jan. 5, 2016. • See attached contemporaneous time records of Attorney Wilson from Jan. 6 to Mar. 22, 2016.	Verified

counsel. After submitting the proposal to all parties for review, it was agreed that SEIA would file the safe harbor as drafted by CCEC. CCEC was the moving force in getting the safe harbor proposal circulated and discussed working in cooperation with SEIA. e. D.16-05-006 noted that the CCEC-drafted Safe Harbor proposal had been filed and that the utilities had filed comments requiring additional detail. D.16-05-006 ordered the Energy Division and the Legal Division to host a workshop within two months from the date of the decision to develop a petition to modify D.15-01-051 to modify this element of D.16-05-006.	• See Motion of Solar Energy Industries Association for Admittance of Proposal into the Record, dated Mar. 22, 2016. D.16-05-006 at pp. 33-34, 44.	
THE FOLLOWING ADDITIONAL MATERIAL IS SUBMITTED AT REQEUST OF RICHARD MCCANN ON ISSUES IN HIS TESTIMONY		
1.Identified importance of renewables less than 500 kW in size to a sustainable community renewables program.	From D.15-01-051 at p. 36: Although several parties[71] argued that there should not be a minimum size for GTSR, and SDG&E did not indicate a minimum size in its proposal, the current RPS procurement structure requires us to set the minimum at 500 kW pending further record development. [[71] **Sierra Club Opening Brief at 19**; SELC Opening Brief at 15.] Conclusion of Law 18. Inclusion of sub-500 kW projects in the GTSR Program should be examined in Phase IV of this proceeding.	Verified
2.Need for flexibility of project financing arrangements between communities and developers	From D.15-01-051 at p. 59: To be successful, the program needs to give communities the flexibility to structure their	Verified

	projects in innovative ways that incentivize community participation and developer interest in new projects. The Commission should not dictate the structure of these arrangements, but provide support that allows developers to access the best financing arrangements. The ECR component must encourage, rather than discourage, efforts of municipalities to develop shared community renewables.[137] The program must also encourage community participation and protect customers from unscrupulous developers. [[137] **Sierra Club/California Clean Energy Committee** (May 5, 2014 Opening Brief at 27.), City of Davis, and CCSF all highlighted this aspect of ECR in their testimony and briefs.] And From D.15-01-051 at p. 64: Because the purpose of ECR is to involve communities in the development of renewable projects, community involvement is an important element of the program. Thus it is essential that developers be able to work directly with communities. Similar to purchasing or leasing solar for a home, the customer and developer are likely to have an agreement separate from the utility in which both the customer and developer take on obligations to each other. Developer and customer are	

	free to design their own transaction structure to maximize the goals of customers and developers, and to ensure that projects are financeable. Finding of Fact 73. Allowing flexible transactional relationships between ECR developers and customers will maximize incentives for creative ECR transaction structures that achieve the goals of both developers and customers. Conclusions of Law: 27. The ECR component should allow maximum flexibility for customers and developers to enter into agreements regarding renewable generation projects. 55. ECR rates should be tied to the specific project in which the customer has a subscription. Sierra Club's testimony by witness McCann at pp. 10-11: PG&E' proposal has customers buy from a pool of local resources at a set price, and generators sell into that pool at a single price. PG&E never directly connects customers and generators, and in fact customers need never have any relationship with the generator. Yet, as discussed previously, these projects may deliver additional co-benefits to customers for which the costs might be best captured in the electricity price. If there is no direct relationship	

	between the customer and the generator that provides a means for contracting for those other co-benefits, then projects delivering those environmental and economic co-benefits will not be built. Providing this separate contractual pathway is one of the market transformation objectives of this type of program. Allowing landlords to directly recover their investments from their residential and commercial tenants, such as transferring bill credits directly from tenants to project developers, helps overcome this market barrier.	
3.Notes that PG&E's ECR proposal did not provide an adequate role for local communities	Discussed at p. 60 of D.15-01-051. Sierra Club's testimony by witness McCann at pp. 24-25: Many municipalities are trying to encourage installation of integrated community-and neighborhood-scale DG beyond state requirements. PG&E's proposed program does not support such community renewable programs because it does not permit localities to provide a guarantee to developers that specific community- or neighborhood DG will be able to deliver power to customers. This situation undermines the ability of local agencies to adopt community renewables programs.	Verified
4. PG&E's proposed minimum residential participation is too broad.	D.15-01-051 at p. 68: PG&E argues that in addition each project must meet a 50%	Verified

	residential enrollment threshold. We agree with PG&E that it is important to ensure that residential customers have the opportunity to participate in ECR projects. We do not agree that the residential requirement is necessary or conducive to developing a successful ECR component of the GTSR Program. Therefore, we require that the IOUs ensure that at least at least one ECR project have a residential subscription of at least 50%. Sierra Club witness McCann at p. 12: PG&E has added a requirement to its ECR proposal that any ECR project have a minimum enrollment of residential customers of 50 percent. PG&E does not provide a rationale for this limit, and SB 43 does not contain any such requirement. SB 43 only sets aside 100 MW of the 600 MW (16.7 percent) for residential customers. This requirement does not account for specific mid-scale renewable projects that may be oriented toward customers within a specific development project. For example, a mid-scale renewable project may deliver electricity in a pattern unattractive to residential customers but desirable to other types of customers, e.g., a baseload biogas power plant delivering power to a set of agricultural processing	

	facilities in close proximity which also use thermal output from the plant and run 24 hours a day for only three to four months of the year.	
5. Developers need not have customers identified prior to submitting a project.	Findings of Fact: 14. GTSR will be significantly delayed if IOUs wait for GTSR specific projects to come online before enrolling customers. 22. Advanced procurement will result in additional renewable facilities being built. 23. Advanced procurement reduces the risk of GTSR supply perpetually lagging enrollment. 72. A guaranteed subscription rate from a municipality or county that is developing an ECR project demonstrates community interest. 76. Providing assurance of bid acceptance will increase developer interest in ECR projects. Sierra Club witness McCann at pp. 13-15: The PG&E proposal imposes the opt-in problem on residential and commercial real estate developers who might otherwise be willing to incorporate shared renewables into a development project. Under the PG&E proposal a new tenant in a project served by a community- or neighborhood-scale resource would be required to go to a web portal and walk through a sign-up process of an unknown length. Well-accepted economic research says that customers will be	Verified

	reluctant to participate and the program will be under-enrolled in comparison to its potential. One way to overcome this barrier to renewable development is to allow developers of new residential and commercial projects to designate that new residents and tenants must take electrical service from renewable generation co-located or in close proximity with a proposed project. This allows developers to integrate their projects with mid-scale renewable generation with the assurance that the project economics will be favorable with less risk. PG&E's proposal would impose a serious barrier to such projects… SB 43 envisions PG&E providing support for enhanced community renewables programs and the development of a large, sustainable market consisting of many new renewable projects across the state. Often these projects will be incorporated into new residential and commercial buildings and developments simply because the cost of installing renewable generation as a part of initial project development is typically less than retrofitting existing buildings and developments. When assessing the economics of new projects and the potential for	

	incorporating shared renewables in them, developers will include all the potential risks to achieving the desired return on their investment. More importantly, banks and other project financing sources will either charge higher interest rates or completely avoid proposals that are perceived to have higher risk. If a developer is considering a project that will incorporate community shared renewables and that will reduce overall energy demand and associated GHG emissions, the fundamental decision on whether to include the shared renewables must be made at a fairly early stage and then followed through the development process. A developer frequently cannot design and then pull out the community- or neighborhood-scale distributed generation component if it fails to win an auction or if the generation project is delayed beyond the starting point for the rest of the development. Consequently, in the event of economic risk, a developer is likely to simply leave out a promising DG resource to avoid that risk.	

B. Duplication of Effort (§ 1801.3(f) and § 1802.5):

	Intervenor's Assertion	CPUC Discussion
a. Was the Office of Ratepayer Advocates (ORA) a party to the proceeding?[1]	**Yes**	Verified
b. Were there other parties to the proceeding with positions similar to yours?	**Yes**	Verified
c. If so, provide name of other parties: Interstate Renewable Energy Council, Vote Solar Initiative		Verified
d. Intervenor's claim of non-duplication: In order to avoid duplication of arguments, California Clean Energy Committee (CCEC) became a co-party with Sierra Club on all issues throughout these proceedings. Sierra Club filed <u>no</u> notice of intent and will claim <u>no</u> compensation because CCEC provided all legal counsel, expert testimony, and costs involved in the co-advocacy in the proceeding. This arrangement avoided duplication of efforts and reduced costs throughout the proceeding. Sierra Club and California Clean Energy Committee filed their joint protest to the application of PG&E in A.12-04-020 on May 24, 2012. It appears that no other environmental advocacy organization participated in these proceedings. In particular, it should be noticed that Sierra Club and California Clean Energy Committee were the only environmental organizations that were parties to the Settlement Agreement entered into with PG&E. That Settlement Agreement was pivotal to the entire GTSR proceeding because, as ALJ Clark noted, it became the basis for SB 43. There were only a handful of parties involved in those settlement discussions. Attorney Wilson's advocacy during the settlement negotiations to eliminate RECs from the PG&E proposal was pivotal in moving PG&E to remove RECs from its proposal in order to achieve settlement. No other environmental organization was there to conduct that advocacy. CCEC's advocacy was the sole reason why the PG&E Settlement, which became the basis for SB 43, contained section 3.7. As discussed above, section 3.7 was the first discussion of ECR in the PG&E proceeding. No other organization undertook that advocacy and TURN was expressly ambivalent about including ECR in the settlement. Further as pointed out above, CCEC and co-party Sierra Club were the only parties who called for evidentiary hearings before ALJ Clark that successfully led to PG&E being ordered by ALJ Clark to incorporate an ECR component into its SB 43 application. As D.15-01-051 states, the PG&E settlement became PG&E's application under SB		Verified

[1] The Division of Ratepayer Advocates was renamed the Office of Ratepayer Advocates effective September 26, 2013, pursuant to Senate Bill No. 96 (Budget Act of 2013: public resources), which was approved by the Governor on September 26, 2013.

43 and was subsequently approved as PG&E's GTSR program with certain changes made by the Commission. CCEC was the only party to the PG&E settlement who insisted that the settlement go beyond providing a green tariff and incorporate a shared renewables component similar to the Share-the-Sun proposal advanced by SDG&E. As Attorney Wilson's time records and the protest show, from the earliest days of the PG&E proceeding, CCEC undertook a review of green pricing programs and focused on requiring PG&E to adopt the SDG&E Share-the-Sun proposal which the Commission ultimately did in D.15-01-051. CCEC was unique in carrying on the discussion of an ECR program with PG&E through the settlement process. As the time records show, CCEC advocated with PG&E, the parties and ALJ Clark through the fall of 2013 to set in motion the process that led to the ECR hearings. Ultimately, CCEC played the unique role of moving ALJ Clark for evidentiary hearings on PG&E's ECR program and that motion was granted putting the spotlight on PG&E's ECR program. Other parties later joined in support. During Phase IV of the proceeding, Attorney Wilson working on behalf of CCEC, conceived the idea of a safe-harbor that would exempt most projects from the onerous AmLaw 100 opinion requirement. That idea was subsequently adopted by SEIA. CCEC worked with SEIA by drafting the proposal that SEIA then moved the Commission to adopt. This advocacy led directly to the Energy Division and the Law Division being ordered by D.16-05-006 to host a workshop within two months from the date of the decision to develop a petition to modify the AmLaw 100 requirement. No other organization played that role. As the attorney time records show CCEC remained in frequent communication with other parties sharing similar positions to avoid duplicative efforts and did not produce duplicative arguments or materials. In particular to avoid duplication, CCEC deferred to TURN on most issues relating to rate calculations where TURN has considerable expertise and commitment. However, it should be pointed out that TURN was <u>not</u> an advocate for adopting an ECR program at any point in the proceeding. As a result, CCEC filled a critical void in the advocacy. D.15-01-051 ultimately adopted detailed provisions for ECR programs modeled on Share-the-Sun which is what CCEC had advocated from the outset. Similarly, a number of parties have considerable expertise on environmental justice issues. CCEC did not attempt to undertake advocacy on those issues. Marin Clean Energy has expertise in community choice energy. Although the potential anti-competitive effect on CCAs were obvious and CCEC described those effects in its initial protest, CCEC subsequently left advocacy on CCA issues to MCE (and to the City and County of San Francisco), which avoided duplication of efforts. It should also be noted that with respect to the issues that CCEC addressed, CCEC was a zealous advocate producing detailed written testimony by experts, undertaking extensive cross-examination at the evidentiary hearings, producing comprehensive briefing, and working consistently with other parties and the utilities. Other parties were basically ride-along-parties who would espouse a position but did not do the serious advocacy work required.	

Consequently, the work the CCEC did in the proceeding did not duplicate the participation of any other parties in the proceeding.	

PART III: REASONABLENESS OF REQUESTED COMPENSATION

A. General Claim of Reasonableness (§ 1801 and § 1806):

a. Intervenor's claim of cost reasonableness:	**CPUC Discussion**
CCEC's participation was essential in transforming the PG&E Green Option away from renewable energy credits (RECs) to a program that requires additional new generation to be built in the utility's service territory and further in ensuring that the program include a separate and distinct ECR component with direct customer-developer contracts, flexible terms, and marketing support. The ECR component was an entirely separate issue that was addressed after PG&E had agreed to remove RECs from its proposal. Under the original PG&E "Green Option" proposal, ratepayers would have been paying for RECs sourced anywhere in the WEEC. They would have received no local benefits such as reduced air emissions or local economic benefits. Furthermore, ratepayers purchasing the PG&E "green energy" product would have had no assurance that any additional renewable generation would actually be added to the grid as result a result of their contribution to the program. PG&E's claims for the program were far beyond what it could honestly claim for a REC-based program. From the time of the initial filing, CCEC focused on moving PG&E away from a REC-based program and toward programs that would ensure "additionality." CCEC fully prepared the case and its expert witnesses. Subsequently a settlement proposal was developed. CCEC, combined with the Sierra Club, insisted that as a condition of settlement, the agreement must abandon RECs. CCEC was successful in that demand and provided significant benefits to ratepayers who as a result will not be faced with purchasing a deceptive and uncertain "green energy" product. Rather, ratepayers are now assured that their voluntary green-tariff payments will provide new additional renewable generation sourced locally. CCEC was the only environmental party that participated in the settlement that achieved that breakthrough. As ALJ Clark pointed out in the Scoping Memorandum of October 25, 2013 (p. 6), the settlement negotiated by CCEC and others served as the model for SB 43, thus CCEC's environmental advocacy was effectively translated into legislation that benefits ratepayers across the state. Following that CCEC worked to ensure that the vague provision concerning ECR	Verified

in SB 43 would become a robust program and that it would be designed to give it the greatest chance for economic success. It was CCEC complaints to ALJ Clark, CCEC's demand for evidentiary hearings, CCEC's active participation in the ECR evidentiary hearings, its expert testimony on ECR programs, and its cross-examination of experts from PG&E and SCE that focused the proceeding on incorporating an ECR component, despite the vague statutory language. A robust ECR component ended up in D.15-01-051 and ratepayers as a result now have the option to develop renewables in their local communities. D.15-01-051 reflects CCEC's successful advocacy on the SCE and PG&E proposals by providing communities with flexibility in the implementation of their ECR programs, the ability for renewable developers to contract directly with local residents, and effective marketing follow-up. These specific provisions benefit ratepayers who elect ECR programs. They were not set out in SB 43 and were not required by it. Communities across California will now be able to develop local renewable projects. All of this has been accomplished while ensuring that non-participating rate-payers would be indifferent to the costs of increasing renewable generation and that the program would exceed the RPS. No dollar value can be attached to these environmental and economic benefits because there is no practical way to measure the difference between RECs and actual new renewable generation. No dollar value can be attached to the development of a detailed and support program for enhanced community renewables (ECR) or including provisions for marketing and flexibility in the program.	
b. Reasonableness of hours claimed: Attorney Wilson has already written-off a considerable number of hours that he has worked on this proceeding in order to reduce the attorney fees claimed. Moreover, the hours claimed have been invested while this proceeding has followed a tortured, four-year-long course from initial applications by the utilities, through detailed settlement discussions, through the adoption by the Legislature of SB 43, through witness preparation and evidentiary hearings, through the consolidation of three IOU applications, through the initial D.15-01-051, then into advocacy in Phase IV, to the decision in D.16-05-006, and finally to the attorney fee application. To follow that course of proceedings and to advocate in an effective and knowledgeable manner in those proceedings requires a considerable investment of time and commitment. Given the scope of the issues addressed and CCEC's contribution to the final resolution in this proceeding, the amount of time devoted by legal counsel and consultants is entirely reasonable. In considering the amount of time, the Commission should be aware that CCEC's participation in the proceeding began in April, 2012.	Verified

CCEC filed two protests (PG&E and SCE), brought the testimony of six experts into the proceeding, participated in two sets of evidentiary hearings (PG&E and SCE), conducted data requests (PG&E and SDG&E), responded to abusive data requests from PG&E, cross-examined numerous experts from PG&E and SCE, negotiated a settlement with PG&E, prepared expert witnesses for cross-examination, developed detailed written testimony with experts, and went on to effectively advocate for the numerous policies discussed above. Dustin Mulvaney and James Barsimantov provided detailed economic expert testimony on the inability of RECs to demonstrate additionality, the quality of the RECs proposed by PG&E, and the failure of RECs to promote additional renewable generation. Richard McCann provided testimony on the market barriers inherent in the utilities' ECR proposals including split incentives, cost recovery defects, opt-in bias, price hedge, and related issues. Counsel for CCEC is based in Davis and consistent with Commission rules, no time or expense has been charged for the considerable amount of time and expense in travelling to Commission proceedings, fighting traffic, parking fees, or over-night accommodations required during evidentiary hearings.	
c. Allocation of hours by issue: CCEC has allocated all attorney and consultant time by issue area or activity as reflected in the attached time sheets. The following codes relate to specific substantive issue and activity areas addressed by CCEC. CCEC also provides an approximate breakdown of the number of hours spent on each task and the percentage of total hours devoted to each category. **GENERAL - 47.2 hours - 7% of total** General Participation work essential to participation that typically spans multiple issues and/or would not vary with the number of issues that CCEC addressed. This includes reviewing the initial OII and Commission rulings, initial review of utility filings and motions, review of Non-Disclosure Agreements, reviewing responses to data requests submitted by other parties, and reviewing pleadings submitted by other parties. **EVIDENTIARY HEARINGS - 93.2 hours - 14% of total** All tasks related to participation in Evidentiary Hearings, Prehearing Conferences and Oral Arguments, including attending hearings, and reviewing transcripts. Since these hours do not vary significantly based on the number of issues addressed, they are shown in a separate category. **LEGAL 55.1 hours - 8% of total** Work relating to the resolution of legal issues regarding the statutory authority of the Commission and issues relating to unlawful practices raised by PG&E's proposal.	Verified

SETTLEMENT - 123.3 hours - 18% of total Work related to the settlement agreement with PG&E that resolved the issues with respect to PG&E's green tariff in this proceeding. CCEC's work involved developing a strategy jointly with TURN and other parties, discussions with stakeholders in the PG&E service territory, participating in negotiations, reviewing and editing settlement agreement, and joining in motion to approve settlement filed by PG&E as well as settlement of issues in Phase IV. **PHASE 1 - 139.2 hours - 20% of total** Work relating to the issues identified in Phase 1 of the proceeding as described in the Scoping Memorandum issued on September 26, 2012, including whether a program using RECs was the best policy choice for the Commission and whether PG&E's proposal was consistent with California consumer protection statutes. This work included the preparation of expert testimony, and drafting of post-hearing briefs. These issues were resolved in the Settlement agreement which was filed by PG&E on April 11, 2013, that subsequently became PG&E's application pursuant to SB 43. **PHASE 2 - 66.8 hours - 10% of total** Work relating to the issues identified in Phase 2 of the proceeding as identified in the Scoping Memorandum of April 2, 2014, including whether the SCE proposed GTSR programs were compliant with SB 43, whether they met the Commission's reasonableness standards and otherwise complied with Commission standards and rules. **PHASE 3 - 116.8 hours - 17% of total** Work identified as within the scope of Phase 3 of the proceeding related to the enhanced community renewables programs. ALJ Clark directed PG&E to file an ECR program proposal. Phase 3 included included discovery, preparation of expert testimony, and drafting of post-hearing briefs. **PHASE 4 - 15.4 hours - 2% of total** Work relating to the issues identified in Phase 4 of the proceeding which included consideration of sub-500 kw projects, resources other than solar, using RAM, criteria for demonstrating community interest, and additional objective standards to evaluate securities options from law firms outside of the AmLaw 100. **COMPENSATION - 30.1 hours - 4% of total** Work preparing CCEC's notice of intent to claim compensation and the final request for compensation.	

B. Specific Claim:*

CLAIMED						CPUC AWARD		
ATTORNEY, EXPERT, AND ADVOCATE FEES								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate $**	**Total $**
Eugene Wilson, Attorney	2012	172.0	$325	ALJ-281 (Over 30 years experience)	$55,900.00	172.0	$325.00[A]	$55,900.00
Eugene Wilson, Attorney	2013	177.9	$325	ALJ-287 (Over 30 years experience)	$57,817.50	177.9	$330.00[2]	$58,707.00
Eugene Wilson, Attorney	2014	238.7	$325	ALJ-303 (Over 30 years experience)	$77,577.50	238.7	$340.00[3]	$81,158.00
Eugene Wilson, Attorney	2015	46.0	$325	ALJ-308 (Over 30 years experience)	$14,950.00	46.0	$340.00	$15,640.00
Eugene Wilson, Attorney	2016	22.4	$325	ALJ-308 (Over 30 years experience)	7,280.00	22.4	$345.00[4]	$7,728.00
Dustin Mulvaney, Expert	2012	34.5	$190	D.15-07-025	$6,555.00	34.5	$190.00	$6,555.00
James Barsimantov, Expert	2012	49.0	$210	D.15-07-025	$10,290.00	49.0	$210.00	$10,290.00
James Barsimantov, Expert	2013	24.5	$210	D-15-07-025	$5,145.00	24.5	$210.00	$5,145.00
Richard McCann , Expert	2014	48.5	$215	D.13-02-019	$10,427.50	48.5	$210.00[5]	$10,185.00
					***Subtotal:* $245,942.50**			***Subtotal:* $251,308.00**
INTERVENOR COMPENSATION CLAIM PREPARATION **								
Item	**Year**	**Hours**	**Rate $**	**Basis for Rate***	**Total $**	**Hours**	**Rate**	**Total $**
Eugene Wilson	2012	12.9	$162.50		$2,096.25	12.9	$162.50	$2,095.25

2 Application of Res. ALJ-287 Cost of Living Adjustment.

3 Application of Res. ALJ-303 Cost of Living Adjustment.

4 Application of Res. ALJ-329 Cost of Living Adjustment.

5 *See* D.15-12-041.

Eugene Wilson	2014	7.0	$170.00		$1,190.00	7.0	$170.00	$1,190.00
Eugene Wilson	2016	10.2	$162.5	50% of hourly	$1,759.50	10.2	$162.50	$1,759.50
					***Subtotal:* $4,981.25**			***Subtotal:* $5,045.75**

COSTS				
#	**Item**	**Detail**	**Amount**	**Amount**
1	Exhibit Tabs	Numbered tabs for exhibits	47.13	$47.13
2	FedEx	Over-night delivery of exhibits and records	59.18	$59.18
3	Binding	Binding exhibits	31.56	$31.56
			Subtotal: $137.87	**$137.87**
			TOTAL REQUEST: $250,971.62	**TOTAL AWARD: $256,491.62**

*We remind all intervenors that Commission staff may audit their records related to the award and that intervenors must make and retain adequate accounting and other documentation to support all claims for intervenor compensation. Intervenor's records should identify specific issues for which it seeks compensation, the actual time spent by each employee or consultant, the applicable hourly rates, fees paid to consultants and any other costs for which compensation was claimed. The records pertaining to an award of compensation shall be retained for at least three years from the date of the final decision making the award.

**Travel and Reasonable Claim preparation time typically compensated at ½ of preparer's normal hourly rate.

ATTORNEY INFORMATION			
Attorney	**Date Admitted to CA BAR**[6]	**Member Number**	**Actions Affecting Eligibility (Yes/No?) If "Yes", attach explanation**
Eugene Wilson	June 14, 1983	107104	No

C. CPUC Disallowances and Adjustments:

Item	Reason
A	California Clean Energy Committee requests a rate of $325 per hour for work completed by Wilson in 2012. CCEC provided documentation showing that Wilson had at the time almost 30 years of experience practicing as an attorney. Wilson has experience working on environmental and energy matters in state courts, and represents a number of environmental organizations. The Commission therefore finds reasonable a rate of $325 per hour for work completed by Wilson in 2012.

6 This information may be obtained through the State Bar of California's website at http://members.calbar.ca.gov/fal/MemberSearch/QuickSearch.

PART IV: OPPOSITIONS AND COMMENTS

A. Opposition: Did any party oppose the Claim?	No

B. Comment Period: Was the 30-day comment period waived (*see* Rule 14.6(c)(6))?	Yes

FINDINGS OF FACT

1. CCEC has made a substantial contribution to D.15-01-051 and D.16-05-006.

2. The requested hourly rates for CCEC's representatives, as adjusted herein, are comparable to market rates paid to experts and advocates having comparable training and experience and offering similar services.

3. The claimed costs and expenses, as adjusted herein, are reasonable and commensurate with the work performed.

4. The total of reasonable compensation is $256,491.62.

CONCLUSION OF LAW

1. The Claim, with any adjustment set forth above, satisfies all requirements of Pub. Util. Code §§ 1801-1812.

ORDER

1. California Clean Energy Committee shall be awarded $256,491.62.

2. Within 30 days of the effective date of this decision, Pacific Gas and Electric Company, San Diego Gas & Electric Company, and Southern California Edison Company shall pay California Clean Energy Committee their respective shares of the award, based on their California-jurisdictional electric revenues for the 2014 calendar year, to reflect the year in which the proceeding was primarily litigated. Payment of the award shall include compound interest at the rate earned on prime, three-month non-financial commercial paper as reported in Federal Reserve Statistical Release H.15, beginning August 31, 2016, the 75th day after the filing of Intervenor's request, and continuing until full payment is made.

3. The comment period for today's decision is waived.

4. This decision is effective today.

Dated September 15, 2016, at San Francisco, California.

MICHAEL PICKER
President
MICHEL PETER FLORIO
CATHERINE J.K. SANDOVAL
LIANE M. RANDOLPH
Commissioners

Commissioner Carla J. Peterman, being necessarily absent, did not participate.

APPENDIX

Compensation Decision Summary Information

Compensation Decision:	D1609030	**Modifies Decision?**	No
Contribution Decision(s):	D1501051; D1605006		
Proceeding(s):	A1201008; A1204020; A1401007		
Author:	ALJ Cooke		
Payer(s):	Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company		

Intervenor Information

Intervenor	Claim Date	Amount Requested	Amount Awarded	Multiplier?	Reason Change/Disallowance
California Clean Energy Committee	06/17/16	$250,971.62	$256,491.62	N/A	N/A

Advocate Information

First Name	Last Name	Type	Intervenor	Hourly Fee Requested	Year Hourly Fee Requested	Hourly Fee Adopted
Eugene	Wilson	Attorney	CCEC	$325.00	2012	$325.00
Eugene	Wilson	Attorney	CCEC	$325.00	2013	$330.00
Eugene	Wilson	Attorney	CCEC	$325.00	2014	$340.00
Eugene	Wilson	Attorney	CCEC	$325.00	2015	$340.00
Eugene	Wilson	Attorney	CCEC	$325.00	2016	$345.00
Dustin	Mulvaney	Expert	CCEC	$190.00	2012	$190.00
James	Barsimantov	Expert	CCEC	$210.00	2012	$210.00
James	Barsimantov	Expert	CCEC	$210.00	2013	$210.00
Richard	McCann	Expert	CCEC	$215.00	2014	$210.00

(END OF APPENDIX)